

## Deed Notice Attachment

### I. General Government Reservations

This Quitclaim Deed covering the Property is expressly made subject to the following reservations in favor of the [previous] Grantor [the UNITED STATES OF AMERICA], and its assigns:

(A) SAVE AND EXCEPT and there is hereby reserved unto the [previous] Grantor [the UNITED STATES OF AMERICA], and its assigns, all rights and interests which have been previously reserved to the [previous] Grantor [the UNITED STATES OF AMERICA] in the Patent(s) which cover(s) the Property.

(B) SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, an easement for access to the Property herein quitclaimed and to locate, construct, operate, maintain, repair, clear, upgrade, and remove wells and other structures or areas to monitor, test, investigate, assess, clean, remediate or repair the environmental condition of the Property, or any part thereof, including but not limited to the groundwater, and including but not limited to monitoring wells, pump and treat facilities, removal actions and other facilities or methods to accomplish the purposes stated herein. All materials moved or removed pursuant to any easement activity described herein shall become the property of the United States of America and shall be disposed of by the United States of America in any manner it deems suitable. The **Grantee**, its heirs, assigns, or any successor in interest to all or part of the Property herein quitclaimed, shall not interfere with or restrict access to the United States of America, its employees, contractors or agents, to any wells, structures or areas provided for herein. The United States shall have the right to take any action it deems to be appropriate to prevent any such activity that would interfere with or restrict said access, including the right to remove or gain access through fences or other improvements. The **Grantee**, for itself, its heirs, assigns and successors in interest to all or any part of the Property herein quit claimed, shall waive and shall not be entitled to any claim for damages of any nature arising from exercise of the rights provided for herein. **Grantee** further covenants and agrees that in the event that the Property, or any part thereof, is sold, conveyed, transferred, leased, or otherwise disposed of, notice of this reservation to the United States of America shall be inserted in any instrument of conveyance.

### II. Use Restrictions and Covenants

(A) Except as approved in advance, in writing, by the appropriate Federal and/or State Environmental Regulatory Agency, their successors or assigns, no construction, alteration, or similar activity affecting any monitoring wells, other groundwater wells, any other environmental monitoring or remediation equipment, or any other facilities required by the Federal Facility Compliance Agreement (FFCA), on the Property is allowed.

(B) No water wells will be installed on the Property.

(C) Except as approved in advance, in writing, on a case-by-case basis, by the appropriate Federal and State Environmental Regulatory Agencies, their successors or assigns,

activities which may cause physical penetration and ground disturbance below a depth of two feet beneath the surface of the Property is prohibited. Such prohibited activities include but are not limited to soil excavation, trenching, and installation of building foundations, footings, pilings, or supports, if such activities will extend below a depth of two feet beneath the surface of the Property.

(D) The drainage characteristics of the Property shall be maintained and shall not be disturbed, such that drainage remains away from the Property and the incidences of standing water on the Property are minimized. No alterations shall be made which prevent drainage from the Property or allow standing water to accumulate.

(E) Any future conveyance of this Property shall include notification of the existence of the FFCA.

(F) In the event the Grantee, its successors or assigns desire to seek the removal of the specific restrictions and covenants specified above or any portion thereof, except as set forth above, then the Grantee, its successors or assigns (record title owner) shall perform or complete all environmental remediation or corrective actions required by law and the applicable Federal, State and/or local regulatory authorities to clean the Property and shall further comply with all laws, rules, regulations and ordinances pertaining thereto, including but not limited to, zoning requirements and the requirements of all applicable regulatory authorities. All costs associated with any such environmental response action activities and all costs necessary for removal, as specified herein, of the specific restrictions and covenants specified above, or any portion thereof, shall be the sole responsibility of said record title owner, and shall be performed without any payment of funds by the [previous] Grantor [the UNITED STATES OF AMERICA].

(G) The record title owner may be required to submit a work plan to the applicable Federal, State, and/or local regulatory authorities to perform and complete any environmental response action activities needed to seek the removal of the specific restrictions and covenants specified above or any portion thereof. Upon approval of any such work plan, and any condition imposed therein, the record title owner will complete all environmental response action activities as may be required, if any, in accordance with applicable laws, rules, regulations, and ordinances.

(H) The record title owner may be required by the applicable Federal, State, and/or local regulatory authorities to post a completion bond or such other financial assurances in a form reasonably acceptable to the applicable Federal, State, and/or local regulatory authorities that the record title owner will complete any environmental response action activities and cleanup necessary to seek the removal of the specific restrictions and covenants specified above, or any portion thereof. Upon completion of such necessary environmental response action activities, the completion bond and other financial assurances, if applicable, may be released pursuant to the rules and regulations of the applicable regulatory authority.

(I) Upon completion of any required environmental response action activities, the record title owner may be required to submit a close-out report and certification of completion to the applicable Federal, State, and/or local regulatory authorities.

(J) If: (1) the record title owner is required to comply with the procedures set forth in (F)-(I) above, and obtains from the applicable Federal, State, and/or local regulatory authorities a written certification or other evidence in a form acceptable for filing with the county clerk where the Property is located, certifying that all required environmental response action activities for the Property, or any portion(S) thereof, have been completed; or (2) is not required to comply with the procedures set forth in (F)-(I) above, and obtains a written certification from the

applicable Federal, State and /or local regulatory authorities or other evidence in a form acceptable for filing with the county clerk where the Property is located certifying that no environmental response action is necessary for the Property, or any portion(s) thereof, in order to release the use restriction, the record title owner must record the state certification or other evidence in the office of the County Clerk where the Property is located within 90 days after the record title owner satisfies the conditions precedent to the release as set forth above, and a copy of the same will be sent to the [previous] Grantor [the UNITED STATES OF AMERICA].

(K) Any such environmental remediation or corrective action undertaken or completed pursuant to the provisions above shall be subject to the review and advance approval of the applicable Federal, State, and/or local regulatory authorities, their successors or assigns.

(L) Upon the approval and completion of all environmental remediation or corrective action called for above, and upon the recording of the final environmental certification or evidence in a form suitable for filing with the county clerk where the Property is located, as referenced above, the specific restrictions and covenants referenced, or portions thereof as specified by the applicable Federal, State, or local regulatory authority shall terminate and cease to be of any further force and affect upon the Property.

### III. Specific Notices

- (A) Notice that the Property contains buried remnants and /or rubble that may contain asbestos  
WARNING
- (B) Notice that the Property contains buried remnants and/or rubble that contain lead  
-based paint (WARNING)
- (C) Notice of PCB Contamination

To receive approval in advance in writing, as required by II (A) or II (C), please contact:

Hannah Humphrey  
Environmental Specialist  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, Missouri 65102  
E-mail: [hannah.humphrey@dnr.mo.gov](mailto:hannah.humphrey@dnr.mo.gov)  
Phone: (573)751-1080 Fax: (573)526-5268

Or

Mazzie Talley  
Life Scientist  
U.S. EPA – Region 7  
AWMD/CRIB  
901 N. 5th Street  
Kansas City, Kansas 66101  
E-mail: [talley.mazzie@epa.gov](mailto:talley.mazzie@epa.gov)  
Phone: (913) 551-7518 Fax: (913)551-7065  
1-800-223-0425

